

BCM/LIB/EYS

**PLEASE STAMP TO ACKNOWLEDGE RECEIPT OF THE FOLLOWING:**In Re Appln. of: Dennis W. WAHR et al. **M/S: ASSN. RECORD. SERV.**

Application No.: 09/845,162

Group Art Unit: 3763

Filed: May 1, 2001

Examiner: K. Thompson

For: **EMBOLI PROTECTION DEVICES AND RELATED METHODS OF USE**

1. Recordation Form Cover Sheet (1 page)
2. Transfer, Assignment, and Assumption Agreement (5 pages)
3. Check for \$120.00 (Assignment recordation fees for 09/845,162, 09/940,986 and 10/214,712)

Dated: August 25, 2003

Docket No. 08386.0003-00


EMB/mwr - Mail Drop 660

(Due Date: n/a)

FINNEGAN, HENDERSON, FARABOW  
GARRETT & DUNNER, L.L.P.DETACH AND RETAIN THIS STATEMENT  
THE ATTACHED CHECKS IS IN PAYMENT OF ITEMS DESCRIBED BELOW.  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

077406

VENDOR I.D./GL#	INVOICE DATE	INVOICE #	INVOICE AMOUNT
08386 0003-00000	08/25/03	42166	120.00
			120.00

FORM PTO-1595 1-31-92		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. Department of Commerce Patent and Trademark Office Attorney Docket No. 08386.0003 Attorney Customer Number: 22,852 Mail Stop Assignment Recordation Services	
To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Velocimed, LLC		2. Name and address of receiving party(ies): Name: Velocimed, Inc. Internal Address: Suite 134 Street Address: 11400 73 <sup>rd</sup> Avenue North City: Maple Grove State: MN Zip Code: 55369			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____			
Execution Date: June 19, 2003		Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: A. Patent Application Number(s): 09/845,162 09/940,986 10/214,712 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Patent Number(s):  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth M. Burke Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P. Street Address: 1300 I Street, N.W. City: Washington, D.C. State: _____ Zip: 20005-3315		6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$120 <input checked="" type="checkbox"/> Enclosed (Please charge deficiency to deposit account) <input type="checkbox"/> Authorized to be charged to deposit account			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Elizabeth M. Burke Signature:  Total number of pages including cover sheet, attachments and documents: 6		8. Deposit Account No.: 06-0916 Date: August 25, 2003			

**TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of the 19th day of June 2003, by and between VELOCIMED, INC., a Delaware corporation ("Company"), and VELOCIMED, LLC, a Delaware limited liability company (the "Stockholder").

WHEREAS, the Stockholder holds legal record title to the patents and trademark applications related to the Company's embolic protection device, including, without limitation, the patent and trademark applications listed on Schedule A attached hereto (the "EP Intellectual Property") while the Company may be deemed to hold certain rights and other interests to the EP Intellectual Property;

WHEREAS, the Stockholder shall contribute to the Company all of its right, title and interest to the EP Intellectual Property which it currently holds;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Stockholder pursuant to this Agreement hereby irrevocably contributes, transfers, conveys, assigns and delivers to the Company, free and clear of all liens and encumbrances, all of the Stockholder's right, title and interest in, to and under the EP Intellectual Property TO HAVE AND TO HOLD the same unto the Company, its successors and assigns, forever.

The Company hereby accepts the contribution, transfer, conveyance, assignment and delivery of the EP Intellectual Property. Company hereby undertakes and agrees from and after the date hereof, to assume and to perform any and all obligations related to the EP Intellectual Property.

At any time or from time to time after the date hereof, at Company's request and without further consideration, Stockholder shall execute and deliver to Company, its successors or assigns such other instruments of transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Company, its successors or assigns may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Company, its successors or assigns, and to confirm Company's, its successors' or assigns' title to all of the EP Intellectual Property, and, to the full extent permitted by law, to put Company, its successors or assigns in actual possession and operating control of the EP Intellectual Property and to assist Company, its successors or assigns in exercising all rights with respect thereto, including but not limited to, any filings with United States Patent and Trademark Office to record the transfer of the patent applications, trademarks and trademark applications made pursuant to this Agreement.

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The Stockholder hereby constitutes and appoints Company the true and lawful attorney of Stockholder, with full power of substitution, in the name of Company or Stockholder, but on behalf of and for the benefit of Company: (i) to demand and receive from time to time any and all of the EP Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Company may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the EP Intellectual Property; (iii) to defend or compromise any or all actions or proceedings in respect of any of the EP Intellectual Property; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Company shall deem desirable. Stockholder hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

No person other than the Company or Stockholder, or their respective successors and assigns, shall have any rights under this Agreement or the provisions contained herein.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law principles.

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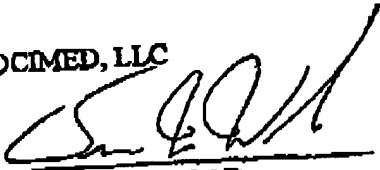
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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Transfer, Assignment and Assumption Agreement on the day and year first above written.

VELOCIMED, INC.

By:   
Name: Dennis Wahr, M.D.  
Title: President

VELOCIMED, LLC

By:   
Name: Dennis Wahr, M.D.  
Title: President

[Signature Page Transfer Assignment and Assumption Agreement]

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020816-	Korea	PROXIS	PENDING	2002-	9/10/2002		
020816-	Norway	PROXIS	REGISTERED	2002	9/06/2002	218 162	3/13/200
020816-	China	LL.T.L.*	PENDING	3325730	9/29/2002		
020816-	European	LL.T.L.*	PENDING	2845261	9/11/2002		
020816-	Japan	LL.T.L.*	REGISTERED	2002-	9/20/2002	466060	4/04/200
020816-	Korea	LL.T.L.*	PENDING	2002-	9/19/2002		
020816-	Norway	LL.T.L.*	NOT YET FILED				
N/A	United	VELOCIMED	PENDING	767356,01	1/07/2002		
020816-	China	VELOCIMED	PENDING	3295665	9/03/2002		
020816-	Korea	VELOCIMED	PENDING	2002-	8/30/2002		
020816-	Japan	VELOCIMED	PENDING	2002-	8/29/2002		
020816-	Norway	VELOCIMED	REGISTERED	2002	8/29/2002	217856	2/20/200

•IMPROVING LIVES THROUGH INNOVATION

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